



CITY OF NEWARK
DELAWARE

BIDDER

BID SECURITY

CONTRACT NO. 19-05

FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING

NOTICE

Do not disassemble. Return intact with
properly completed forms or bid may be rejected.

CONTRACT NO. 19-05

FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING

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CONTRACT NO. 19-05

FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING

NOTICE OF LETTING

Sealed bids for Contract No. 19-05, FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING, will be received in the Purchasing Office, Newark Municipal Building, 220 South Main Street, Newark, Delaware, 19711 until 2 p.m., prevailing time on Tuesday, April 16th, 2019, and will be publicly opened and read aloud in the Council Chamber shortly thereafter.

The contract documents may be obtained from the City website at www.newarkde.gov.

CONTRACT NO. 19-05

FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked "City of Newark - Contract No. 19-05, FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING", and will be received in the Purchasing Office, 220 South Main Street, Newark, Delaware, 19711 until 2 p.m., prevailing time, Tuesday, April 16th, 2019. Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) days following the bid opening date.

2. TAXES

The bid price shall not include federal or state taxes. If applicable, the bidder must furnish the City with the necessary tax exemption forms in triplicate upon submission of his invoice.

3. BID SECURITY

No bid will be considered unless accompanied by a certified check, cashier's check or bid bond in the amount of five percent (5%) of the bid. If the bid bond is submitted, it must be made out on the attached "Bond to Accompany Proposal" form. The successful bidder, upon his failure or refusal to execute and deliver the contract within ten (10) days after he has received notice of acceptance of his bid, shall forfeit to the City for such failure or refusal, the security deposit with his bid.

4. AWARDS

Following review of all bids by the City Manager and his recommendation to the Mayor and Council, awards, if any, will be made to the lowest responsible bidder. The Mayor and Council reserve the right to reject any or all bids and to waive minor irregularities and defects in forms where the best interests of the City would be served. The City reserves the right to divide the award of the contract into each of the parts designated in the specifications and proposal.

5. CONTRACT SURETY BOND

A contract surety bond satisfactory to the City of Newark and in the full amount of the contract shall be required by the successful bidder within fourteen (14) calendar days of the contract award date. Upon receipt of this surety bond, the City will return any certified or

cashier's check submitted as bid security.

6. UNIT PRICES

When applicable, in the event of a conflict or error in extension from unit price to total amount, the unit prices shall prevail and shall be considered the correct bid figures. Bidders are cautioned to thoroughly review their bid figures for errors prior to submitting their proposal.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall commence work on a date to be specified by the City in a "Notice to Proceed" and to fully complete all work under this contract on or before the completion date given. The Contractor is to complete the work within all prescribed dates listed. Liquidated damages of five hundred dollars (\$500) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. Liquidated damages are not to be construed as a penalty in any sense.

8. LIST OF SUBCONTRACTORS' CERTIFICATION

Each bidder shall execute and submit with every bid, when applicable, a list of subcontractors, including complete names and addresses, who services the bidder intends to use in performing any and all work under the contract. Bids submitted without such a list, or with a list not completely or properly executed, are subject to rejection.

Each bidder is required to notify all subcontractors that they are obligated to comply with the provisions of Federal, State, and City law as they pertain to this project, and that they must submit evidence of such compliance upon notice or request. The bidder shall certify compliance with this requirement on the list of subcontractors.

After the contract has been awarded, the successful bidder shall not substitute a subcontractor for another subcontractor whose name was set forth on the subcontractor list which accompanied his bid, without the written consent of the City.

9. COMPENSATION AND LIABILITY INSURANCE

- A. Except as otherwise provided by law, the contractor shall at all times maintain and keep in force such insurance as will protect him from claims under worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them.
- B. The Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$2,000,000 Each Occurrence Limit

\$2,000,000 Personal & Advertising Injury Limit
\$3,000,000 Annual Aggregate Limit
\$3,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$5,000,000 Commercial Umbrella Limit

The Prime/General Contractor, The City of Newark (owner), and all other parties required of the General Contractor, shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured subcontractor.

Subcontractors approved in association with the hiring of a Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products – Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$3,000,000 Commercial Umbrella Limit

All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for thirty (30) days following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than thirty (30) days following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

- C. A copy of the Certificate of Insurance must accompany each bid. The Prime Contractor's attention should be directed to other sections of the contract documents in the event additional insurance is required based on the scope of work.

10. MATERIAL APPROVAL & DELIVERY

The contractor shall receive approval in writing from the applicable department before ordering any material for work done under this contract.

Delivery shall be F.O.B. City of Newark Warehouse, Phillips Avenue, Newark, Delaware unless otherwise specified. The successful bidder shall include the type and serial number

of all equipment on invoices and packing slips.

11. INSPECTIONS

All equipment shall be subject to final inspection. If, in any way, an item fails to meet the terms of the contract, it may be rejected or liquidated damages charges made. The decision of the City will be final and any rejected items or material will have to be replaced at the expense of the bidder.

12. INTENT OF SPECIFICATIONS

It shall be the bidder's responsibility to furnish the equipment specifically indicated in these specifications and such other as may be required.

13. REGULATIONS AND EXCEPTIONS

Any and all exceptions which are taken to the specifications shall be noted on the Proposal form. The listing of an exception may be grounds for rejection. All equipment must meet all applicable federal or state regulations.

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The contractor will be subject to fines as outlined in state and City Code if it is determined that lead paint was applied in violation of State and City code.

Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application.

The contractor will be required to remove and remediate any lead paint to the satisfaction of the City, at no cost to the City. Prior to commencing removal and remediation efforts, the contractor shall provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS.

Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within 5 working days of being received by the contractor.

The contractor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City and at no cost to the City.

Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

14. STANDARDS AND MANUFACTURER'S WARRANTY

No material, supplies, or equipment to be installed as part of the work shall be

purchased subject to any chattel mortgage or under a conditional sale or other agreement by which any interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all material, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together by him to the City free from any claims, liens, or charges. Neither the contractor nor any person, firm, or corporation furnishing any material or labor covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any right under any law permitting such persons to look to funds due the contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

All equipment will be unused in all component parts and will be the latest current production including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standards exceed these, the standard units will be furnished. All material will be free of defects. Manufacturer's standard warranties shall apply.

15. WORKMANSHIP

Workmanship shall conform to the best current manufacturing practice followed for equipment of the type. Component parts and units will be manufactured to definite standard dimensions, with proper fits and clearances.

16. GUARENTEE

The contractor hereby guarantees all of the work for a period of one (1) year after the date of completion and final acceptance thereof by the City as follows:

- A. Against all faulty or imperfect materials and against all imperfect, careless, and/or unskilled workmanship.
- B. The contractor agrees to replace with proper workmanship and materials, and to re-execute, correct or repair without cost to the City, any work which may be found to be improper or imperfect and/or which fails to perform as specified.
- C. The guarantee obligations assumed by the contractor under these contract documents shall not be held or taken to be in any way impaired because of the specifications, indication, or approval by or on behalf of the City of any articles, materials, means, combination of things use or to be used in the construction, performance, and competition of the work or any part thereof.

- D. No use or acceptance by the city of the work or any part thereof, nor any failure to use the same nor any repairs, adjustments, replacements, or corrections made by the City due to the contractor's failure to comply with any of his obligations under the contract documents, shall impair in any way the guarantee obligations assumed by the contractor under these contract documents.

17. ADVERTISEMENT

It is further agreed that any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

18. EEO AND LICENSING

The bidder shall possess all business and other licenses required by the State of Delaware and the City of Newark. The bidder must also be a fair and equal opportunity employer.

19. PREFERENCE FOR DELAWARE LABOR

According to Delaware State Law, any person, company, or corporation who violates the requirements of Delaware Code Title 29, Section 6962 regarding preference for Delaware Labor shall pay a penalty to the State Secretary of Finance equal to the amount of compensation paid to any person in violation of this Section. This regulation is waived if it is in conflict with Federal requirements.

20. NON-COLLUSION

The vendor shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

21. INQUIRIES AND ADDENDA

Any inquiries regarding the bidding process shall be directed to Cathy Trykowski, Purchasing Assistant, at 302-366-7000. Any questions regarding the specifications shall be directed to Jason Winterling, Field Operations Superintendent, at 302-381-7835. Any changes to the contract documents shall be made only by numbered addendum(a) issued not later than four (4) days prior to the date set for bid opening.

Prospective bidders shall bear the entire responsibility for being sure they have received any and all such addenda. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or conditions outlined herein.

22. DAMAGES FOR LATE DELIVERY

The dates for delivery of the equipment are important and may influence the award of the contract. Submitted delivery dates shall be calculated from the date of notification of award. Liquidated damages of \$25.00 per calendar day may be assessed by the City, at its discretion, for every day that delivery is extended beyond the submitted delivery date.

23. PAYMENT

Payment shall be made within thirty (30) days from receipt of the equipment, subject to final inspection and acceptance of the items by the City.

24. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

25. INDEMNIFICATION & OWNERSHIP OF MATERIAL

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

All documents prepared and submitted pursuant to this contract shall be the property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

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CONTRACT NO. 19-05

FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING

TECHNICAL SPECIFICATIONS

1. SCOPE

The scope of work covers the grinding and screening of all residential yard waste collection and City tree trimming and removal operations throughout the year. This may include portions of trees up to 18" in diameter; tree stumps are not included. The material is reasonably free of trash and other debris. The contract prices will be held for a thirty-six (36) month period from the date of award by the City. The contractor shall provide all labor and equipment necessary to complete the work specified. All work shall comply with City requirements.

2. FURNISHING OF SERVICES

A. General Requirements

1. All work shall be authorized by the City on an as needed basis. The actual scheduling of work shall be mutually determined by the City and the contractor.
2. The contractor will not start any job without written or verbal notice from the City specifying the exact work to be completed.
3. The contractor is to supply all tools, equipment, protective clothing/safety equipment, etc., necessary to complete any job assignments.

3. ACCESS TO JOB SITES

It shall be the responsibility of the contractor to obtain permission from the City and/or private property owner if necessary to enter upon or use in any manner property outside the public right of way.

4. BASIS OF PAYMENT

- A. Payment for services shall be made in accordance with the unit prices stipulated in the proposal. If work requires equipment or personnel not listed in the proposal, the unit price for said equipment and labor shall be as negotiated by the City and the contractor prior to beginning work.
- B. A representative of the City will verify the number of hours worked by the contractor on a day-to-day basis. No payment shall be made until the work is accepted by the City.
- C. Normal work hours are defined as Monday through Saturday 7 a.m. – 5 p.m.

CONTRACT NO. 19-05

FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING

PROPOSAL

TO: The Mayor and City Council
Newark, Delaware

FROM: _____

The undersigned as a lawfully authorized agent for the below named Bidder, has carefully examined the General Provisions, Specifications, and Proposal to be known as Contract No. 19-05, FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING, and binds himself/herself on award to him/her by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which contract this Proposal and said General Provisions and any addenda shall be a part, and to furnish all materials and provide all machinery, tools and labor necessary to perform and complete the work within the time required by the contract in complete accordance with said General Provisions and Specifications, at the following named prices:

<u>Machine w/ Operator</u>	<u>Hourly Rate</u>	<u>Weekly Rate</u>
Wheel Loader (Volvo L90 or equivalent)	\$ _____	\$ _____
Horizontal Grinder (Morbark 7600 or equivalent)	\$ _____	\$ _____
Screener (McCloskey 621 w/3/4" screen or equivalent)	\$ _____	\$ _____
Excavator (Case CX2100 or equivalent)	\$ _____	\$ _____
Tri Axel Dump/ Tractor w/ 100 Cy Trailer	\$ _____	\$ _____
Fees for Mobilization and Demobilization (including all permits for moving equipment)	\$ _____	\$ _____

Estimated Cubic Yard per Hour Production for Horizontal Grinder _____

The above labor and equipment costs shall include all overhead and profit margins and shall be kept firm for **thirty-six (36) months** from the date on the award of contract. During the contract period, the contractor shall provide sufficient manpower to complete work in a safe, efficient

manner.

This proposal shall be irrevocable for a period of 60 days after bids are opened.

Exceptions: _____

DATE: _____

BIDDER: _____

BY: _____
Legally authorized representative

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMAIL: _____

CONTRACT NO. 19-05

FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING

BOND TO ACCOMPANY PROPOSAL

(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of _____ of the County of _____ and State of _____, principal, and _____ of _____ as surety, legally authorized to do business in the State of Delaware, are held and firmly bound unto the City of Newark in the sum of _____ dollars, to be paid to said City of Newark for use and benefit of the Mayor and Council of Newark, for which payment well and truly be made, we do bind ourselves, and each of our heirs, executors, administrators and successors, jointly and severally, for and in the whole, firmly by these presents. Sealed with our seal dated the _____ day of _____ in the year of our Lord, two thousand and nineteen (2019).

NOW THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the above bounded principal _____ who has submitted to said City of Newark, a certain proposal to enter into a certain Contract No. 19-05, FURNISHING LABOR AND EQUIPMENT FOR YARD WASTE PROCESSING, and if said _____ shall well and truly enter into and executes said contract and furnish therewith such Surety Bond or Bonds as may be required by the terms of said contract and approved by said City of Newark, said Contract, and said Bond to be entered into within fourteen (14) calendar days after the date of official notice of award thereof in accordance with the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE
PRESENCE OF WITNESS

SIGNED _____ (SEAL)

BY _____ (SEAL)

SIGNED _____ (SEAL)

BY _____ (SEAL)

BIDDER _____

LISTING OF SUBCONTRACTORS – CONTRACT NO. 19-05

Bidder/contractors shall fill in the following listing of subcontractors they may use in the performance of the contract work. **Subcontracting will only be considered by the City in the event of an extreme natural disaster.** No subcontractor shall be substituted for any listed below without the written consent of the City. Contractor hereby certified that he has notified all subcontractors that they are obligated to comply with the provisions of Federal or State laws as they pertain to this project and they must submit evidence of such compliance upon notice of request.

1. Name: _____

Address _____ City _____ State _____ Zip _____

Type of Work: _____

2. Name: _____

Address _____ City _____ State _____ Zip _____

Type of Work: _____

3. Name: _____

Address _____ City _____ State _____ Zip _____

Type of Work: _____

4. Name: _____

Address _____ City _____ State _____ Zip _____

Type of Work: _____

Date: _____ Bidder/Contractor: _____

By: _____

Its legally authorized representative

Print Name: _____

Check: __Corporation __Partnership __Individual

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

REFERENCES – CONTRACT NO. 19-05

Provide the following information for four (4) references who will attest to your company's ability to undertake and complete this type of work.

1. Customer reference information:

Name (Print) _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Email: _____

2. Customer reference information:

Name (Print) _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Email: _____

3. Customer reference information:

Name (Print) _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Email: _____

4. Customer reference information:

Name (Print) _____

Address _____ City _____ State _____ Zip _____

Phone () _____ Email: _____